

# Exhibit 15



## User Terms



### Mobile User Terms

- [myChevrolet, myBuick, myGMC, myCadillac Mobile Apps](#)
- [OnStar Guardian App – English](#)

### Additional User Terms

- [Texting User Terms](#)
- [Third Party Terms and Conditions](#)
- [User Terms for Themes App](#)
- [User Terms for Infinity Tune](#)

### Previous OnStar User Terms and Conditions



- [January 2017](#)
- [June 2014](#)
- [August 2010](#)
- [FMV User Terms](#)

## **User Terms for Connected Vehicle Services**

### **Last Updated: May 1, 2018**

These User Terms are between You and General Motors Holdings LLC and its affiliates (“GM” or “us” or “we”), They apply to your use of the connected vehicle services we make available to You from time to time as defined below (the “Services”). THESE USER TERMS ARE LEGALLY BINDING. Capitalized terms are defined below in Section 3.

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### **Summary of User Terms**

When You accept the User Terms during our sign-up process or when You access or use the Services, You agree to the following:

- You will only use the Services when it is safe to do so, and You will only use them in compliance with the law and these User Terms;
- If others use the Services through your user account or Vehicle, You will ensure that they only use the Services when it is safe to do so, and in compliance with the law and these User Terms;
- We may suspend or discontinue your access to some or all of the Services;
- We may remotely access, deliver, install, update, or change the software used to deliver the Services or used by your Vehicle systems without additional notice or consent;
- You will notify us when You want to cancel your Services or when You plan to sell or dispose of your Vehicle;
- We have certain rights to use and share the information or materials You provide us, as defined in these User Terms;
- If You access or use any third party products or services, the terms associated with those third party products or services will also apply, and You will not hold GM responsible for your access or use of those third party products or services;

- The Services are provided “AS IS” and are limited by matters outside our control. Unless expressly provided in these User Terms, we make no representations or warranties about the Services or for their availability, and we are not liable for the use or any lack of availability of the Services;
- If a dispute arises, You will resolve it through individual arbitration;
- We may modify these User Terms at any time and the modifications will be effective when posted on our Website or when we notify You, whichever occurs first; and
- You are bound by the complete Agreement as defined below, including the User Terms, the Privacy Statement, the License, and, for any AT&T Services that You use, the AT&T Terms.

THESE TERMS OF USE INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THE SERVICES, THESE TERMS OF USE OR THE PRIVACY STATEMENT TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT.

THE DISPUTE RESOLUTION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION.

THESE TERMS AND CONDITIONS ALSO INCLUDE A JURY WAIVER.

MORE INFORMATION ABOUT THE ARBITRATION AND CLASS ACTION WAIVER CAN BE FOUND IN SECTION 28.9 (DISPUTES; BINDING INDIVIDUAL ARBITRATION; CLASS ACTION AND JURY TRIAL WAIVER.) BELOW.

### **User Terms – Connected Vehicle Services**

**1. Agreement to Terms.** When You accept the User Terms during our sign-up process or when You access or use the Services, You are indicating that You have read, understand, and agree to be bound by these User Terms and the other terms, policies, guidelines, and processes they refer to (collectively, the “Agreement”) which include:

- the User Terms;
- the Privacy Statement (as referred to in Section 26);
- the License (as set forth in the Appendix to these User Terms);

- the AT&T Terms (if You purchase services from AT&T); and
- other terms, guidelines, policies, or procedures that we post on the Website or communicate through your Connected Device.

If You do not agree with any of these terms, then You should decline these User Terms during our sign-up process or other methods we make available to You. You are not permitted to access or use any of the Services if You do not agree to be bound by the Agreement.

**2. Safety.** You must obey all laws, traffic rules, and traffic regulations governing the operation of your Vehicle and use of your Connected Device(s), and You will not access and/or use any Service or Connected Device in a manner that violates any law, rule, or regulation. Without limiting the foregoing, it is your sole responsibility to exercise discretion and observe all safety measures required by law, traffic rules, and traffic regulations while accessing and/or using the Services and Connected Devices. Access to and/or use of the Services and Connected Devices are at your sole risk and your sole responsibility and the Services and Connected Devices should be accessed and/or used only when You can safely operate them.

### **3. Some Definitions.**

- **“AAA”** is defined in Section 28.9;
- **“Agreement”** is defined in Section 1;
- **“AT&T”** means AT&T Mobility LLC;
- **“AT&T Services”** are defined in Section 4;
- **“AT&T Terms”** are defined in Section 4;
- **“Claim”** is defined in Section 28.9;
- **“Connected Device”** means a device compatible with the Systems or Services that we install in your Vehicle or that we authorize for use in connection with the Services;
- **“Feedback”** is defined in Section 25;
- **“Fleet”** means a group of Vehicles that are maintained, owned or leased by a third-party business or other entity and not by an individual or family. For example, a rental car provided to You by a rental car company or a Vehicle made available to You by an employer that maintains multiple vehicles for employee use is often part of a Fleet;
- **“Fleet Company”** is the company that owns, leases, or manages a Fleet;

- **“GPS”** is defined in Section 15.1;
- **“GM Persons”** is defined in Section 19
- **“Marks”** is defined in Section 23;
- **“PDF”** is defined in Section 28.4;
- **“Permitted User”** is defined in Section 17;
- **“Services”** means the connected vehicle services that we make available to You from time to time, as further described in Section 4 and on the Website;
- **“Software”** is defined in Section 17;
- **“Systems”** is defined in Section 17;
- **“Third Party Services”** means services made available to You by a third party;
- **“Vehicle”** means the automotive vehicle through which we make Services available;
- **“Website”** means the website we operate with the landing page located at onstar.com or other sites that onstar.com directs You to;
- **“Wireless Service Providers”** means third parties that make wireless services available to You in connection with the Services, such as AT&T; and
- **“You”** means each person accessing or using the Services.

**4. Service Details.** Our Website describes the available Services, including instructions for Service setup and operation, and any further terms, privacy statements, pricing, conditions, and limitations of the Services. We may add, change, or remove Services from time to time, as described on the Website or other notices we make available to You. You may cancel the Services at any time, as described in Section 6 below. Here are some highlights of Services that may be available to You:

Services offered at no additional fee: Services may be offered to You at no additional fee for a defined period of time, such as a trial of a data plan for one or more months, the Basic Plan for up to five years, or the Connected Access Plan for up to ten years. Following that defined period of time, those Services will end unless we mutually agree to extend them;

Services offered for an additional fee: Services may be offered to You for an additional fee, such as a monthly subscription to our Remote Access Plan or to AT&T’s unlimited data plan, or a one time purchase of our Remote Access Plan or an AT&T data plan for a fixed period of time;

**Vehicle Health Monitoring:** Services may be available for your Vehicle that collect data from your Vehicle systems and provide You or your dealer with diagnostic and prognostic notifications, such as vehicle diagnostic services or vehicle health maintenance services that we may deliver to You. These Services may not monitor all of your Vehicle systems and do not report all conditions that may affect the operation of your Vehicle. For example, conditions occurring while your Vehicle is off or conditions that develop rapidly may not be reported using these Services;

**Apps:** Services may be available to You that allow You to download or use applications through your Systems, including services offered through those applications and updates or upgrades to those applications and services (collectively referred to as “Apps”). An App may be offered by us or by third parties identified at the time You download or use the App. In addition to the terms of the Agreement, access and use of each App is subject to the End User License Agreement (the “License”) attached to these User Terms, and to any additional terms presented when You access or use the App. Please refer to each App for details on the specific features and services that are available through that App; and

**Data Plan:** You may be offered data plans or other services from AT&T or other Wireless Service Providers that can be used with the Connected Device in your Vehicle. If You are offered a data plan or other services from AT&T (the “AT&T Services”), then in addition to the terms of this Agreement, the following terms and privacy policy will apply to your use of the AT&T Services (the “AT&T Terms”): [www.att.com/USTermsandconditions](http://www.att.com/USTermsandconditions). The AT&T Terms apply solely to the AT&T Services, and not to any other of the Services. In the event of a conflict between the AT&T Terms and the terms of this paragraph, the preceding sentence will govern.

**5. Payment.** If You have a credit card, debit card, bank account or similar payment account on file with us (collectively, “Payment Account”), we will automatically charge it monthly according to the terms of your authorization if You have not otherwise pre-paid for Services You have requested. If your billing cycle falls on a weekend or holiday, we may charge you the next business day. In the event your payment is returned for insufficient or uncollected funds, you authorize us to resubmit except as otherwise provided by the ACH Rules or

applicable law. Payment processing fees associated with your Payment Account, such as currency conversion fees, insufficient fund fees, reversal fees, or overdraft fees are your responsibility and will not be reimbursed by us. You may update your Payment Account or cancel your authorization at any time by pressing the blue OnStar button in your Vehicle or by calling us at 1-888-4-OnStar. Once You place your Payment Account on file with us, we may receive automatic updates of that account information from the financial institution for that account in order to keep that payment information current. For your convenience, we may link your Payment Account with your Vehicle or Apps offered by us to help facilitate your purchases through your Connected Device or your Vehicle. Applicable fees for the Services, if any, must be paid in advance unless the Service offer expressly states otherwise. If You do not have a Payment Account on file with us You must provide us with payment monthly (or other payment period offered by us and chosen by You) in advance. The price of the Services may change over time, and we will charge the prices then in effect for the applicable payment period. You will be notified of any price increase applicable to Services You are paying for, so that You can cancel the Service if You do not wish to pay the higher price. The purchase or lease price of your Vehicle may have included a trial period for some of the Services, or we may otherwise offer You a trial period for some of the Services. If so, those Services will stop automatically without further notice at the end of the trial period, unless You elect to continue the Services and agree to pay the associated fees. If You elect to continue the Services and agree to pay the associated fees, we will automatically charge those fees to the payment method associated with your account according to the terms of your authorization.

**6. Your Right to Cancel the Services at any Time.** Your Right to Cancel the Services at any Time. This Agreement applies from the date of your acceptance until the Services are cancelled or terminated by You or us as permitted in this Agreement. You may cancel the Services at any time. To cancel the Services, You may call us at 1-888-4-OnStar or You may press the blue OnStar button in your Vehicle and inform the advisor that You want to cancel the Service. You must also contact us in this manner if You wish to sell or transfer your Vehicle. We will refund any unused whole months and remaining days of Services that You have paid in advance unless (a) the payment was included in the purchase or lease price of your Vehicle or (b) the terms of the applicable Services (or the applicable Third Party Services) dictate otherwise. You won't be entitled to any other



refunds for the Services. If You cancel the Services and later wish to reactivate the Services, You may be required to pay reactivation fees. You can also call us at 1-888-4-OnStar or press the blue OnStar button in your Vehicle at any time to get instructions on how to disable the Services in your Vehicle.

**7. Our Right to Terminate the Services.** To the extent permitted by law and unless prohibited by law, we reserve the right to terminate your participation in or access to the Services and this Agreement if, in our sole judgment, You have violated this Agreement. For example, we may terminate this Agreement immediately if: (i) You breach any obligation of this Agreement; (ii) any person or party acting by, through, for, or in concert with You takes any action inconsistent with this Agreement; (iii) You engage in, encourage, or participate in any unlawful, deceitful or fraudulent conduct in any way relating to this Agreement or any of the Services; or (iv) You do not agree with modifications to this Agreement as we may make available to You.

**8. Additional Termination Rights; Effect of Termination.** In addition to other termination rights provided in this Agreement, we may terminate this Agreement at any time by giving you thirty (30) days prior written notice. We are not liable to You for termination or expiration of this Agreement or the discontinuance of any or all of the Services, unless otherwise expressly provided in this Agreement (including the applicable Service terms). Upon termination or expiration of this Agreement, You must immediately stop using the Services and your license to the Software is automatically and immediately terminated. All provisions of this Agreement which by their nature survive termination or expiration, shall survive termination or expiration of this Agreement.

**9. Duty to Notify GM Upon Sale or Transfer of Vehicle.** You must notify us if You plan to sell or transfer your Vehicle. This is important to help protect your account and your information, and to avoid being charged for Services after your sale or transfer. To notify us, You may call us at 1-888-4-OnStar or press the blue OnStar button in your Vehicle and inform the advisor of your plans.

**10. Fleet Vehicles.** This Agreement also applies to You if You are the owner, manager, or user of a Fleet that uses any of the Services. When You use the Services or drive a Fleet Vehicle with active Services, You agree to be bound by this Agreement even if You did not buy or lease the Vehicle or order the Services.

If You own a Fleet Vehicle, then additional terms and conditions may apply to the Services provided to your Fleet. If those additional terms and conditions conflict with these User Terms, then the additional terms and conditions for fleet services will govern. If You drive a Fleet Vehicle, the Fleet Company may permit You to order additional Services that are not part of the Services provided to the Fleet Company, and You may also have the opportunity to purchase Services for your own personal use. Those Services are also subject to this Agreement. Your Fleet Company may also limit the types of Services that are available to You. The Services provided to a Fleet may be governed by additional terms and conditions and different privacy statements than those applicable to non-Fleet vehicles. Specifically, the Fleet Company may have requested additional data collection or handling practices that differ from those associated with certain Services. You should consult with the Fleet Company if You have questions about any requirements, limitations, or data practices that may apply to your use of the Fleet Vehicle or Services associated with a Fleet Vehicle.

**11. Modification to Agreement.** We may modify this Agreement by giving You notice or by asking You to read and accept a new version of this Agreement. We may give You notice by posting a new version of the Agreement on the Website. If You do not agree with any modification, then You may not use the Services. Your continued access or use of any of the Services after our notice indicates your acceptance to the modified Agreement.

**12. Eligibility.** You represent and warrant that You (a) have reached the age of majority in your jurisdiction of residence and have full legal capacity to enter into binding contracts, or (b) are at least 13 years of age and possess legal parental or guardian consent and are fully able and competent to enter into and abide by this Agreement. If You do not satisfy these eligibility requirements, then You should decline this Agreement using the mechanism we make available to You. You are not permitted to use any of the Services until such time as You satisfy these eligibility requirements and agree to all of the terms of the Agreement.

**13. No Use of the Services by Children.** The Services do not target, through advertising, appearance, links to other sites or otherwise, children under the age of 13. If You are under the age of 13 or are a parent or guardian of a child under the age of 13, please be aware that we do not permit registration by, and do not knowingly collect any information from, children under the age of 13. If You are a

parent or guardian of a child under the age of 13, You must not allow them to use, or consent to their registration to use, any of the Services.

**14. Registration and Account.** You may be required to create an account to use some of the Services. If You create an account, You must:

- provide accurate and complete information, and update that information so it remains accurate and complete;
- be solely responsible for your account activity;
- keep your account and password secure and not disclose them to anyone; and
- notify us immediately of any breach of security or unauthorized use of your account using our contact information provided in the “Questions” section at the end of these User Terms.

Use of the Services is solely for your personal use or your use in connection with a Fleet as permitted in this Agreement. GM will not be liable for any losses resulting from unauthorized access to or use of the Services or your account. However, You may be liable to GM or other parties due to such unauthorized access or use.

## **15. Service Limitations.**

**15.1** The Services are only available in the continental United States, Alaska, Hawaii, and Canada. The Services rely on wireless communication networks and the Global Positioning System (“GPS”) satellite network. NOT ALL SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL VEHICLES, AT ALL TIMES. The area You are driving in may affect the Services that we can provide to You, including routing services.

**15.2** The Services are only available in places where we have retained a Wireless Service Provider for Service in that area and only if the Wireless Service Provider has technical compatibility with the Connected Device, coverage, network capacity, and reception when and where the Service is needed. Services that use location information about your Vehicle only work if GPS satellite signals are unobstructed, available in that place and compatible with your Vehicle systems. Any stolen vehicle assistance services that may be included with the Services are solely intended to provide assistance in notifying You or authorities of potential theft and to potentially aid in vehicle recovery. These Services do not prevent vehicle or vehicle content theft or protect against damage or loss. We are not

responsible for any losses or other harm You may incur in connection with vehicle theft.

**15.3 YOUR VEHICLE MUST HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE SERVICES TO OPERATE.**

**15.4** The Services may not work if:

- equipment on your Vehicle is not properly installed;
- You have not maintained the equipment or your Vehicle in good working order;
- You do not comply with all applicable laws;
- You try to add, connect or modify any equipment or software in your Vehicle (such as plugging devices into the Vehicle electrical system or diagnostic port);
- your Vehicle is not compatible with the Services or the wireless service and technology provided by our Wireless Service Providers (this wireless service and technology is subject to change); or
- other problems arise that we cannot control that interfere with the delivery or quality of the Services, such as hills, tall buildings, tunnels, weather, electrical system design and architecture of your Vehicle, damage to important parts of your Vehicle in an accident, or wireless phone network congestion or jamming.

**15.5** We and the Wireless Service Providers are not responsible for any delay or failure in performance that (a) may have been prevented by You taking reasonable precautions or (b) is caused by acts of nature, or forces or causes beyond our reasonable control (for example: public utility electrical failure, acts of war, government actions, terrorism, civil disturbances, labor shortages or difficulties - regardless of cause-or equipment failures including Internet, computer, telecommunication or other equipment failures).

**15.6** The routing data we provide is based on the most current map information available to us, but the information may be inaccurate or incomplete. For example, the route data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads or new roads. The suggested route may use a road that is closed for construction or a turn that is prohibited by signs at the intersection. Suggested routes also do not consider whether the areas traveled are residential, commercial, or mixed and do not factor in the availability of public or private goods and services. Therefore, You should use good judgment, obey traffic and roadway laws and instructions and evaluate

whether following the routing data provided through the Services is safe and legal based on the current conditions.

**15.7** We recommend that You carefully read the applicable terms and policies that make up this Agreement, including our Privacy Statement, before using the Services. If You use Third Party Services, You acknowledge that the applicable terms of service made available by that third party is a binding agreement solely between You and that third party, and not between You and us, and that we are acting solely as an intermediary between You and that third party. We are not responsible for the terms of service made available by such third party, including any Wireless Service Provider, and we have no obligations or liabilities under those terms of service.

**15.8** We are not obligated to provide any maintenance or support for the Services, technical or otherwise. If we provide any maintenance or support for the Services, we may stop any such maintenance, support, or services at any time.

**16. Other Users.** This Agreement applies to all users of your Connected Device. You are responsible and liable for all activities of users of your Connected Device, including all access to or use of the Services. Without limiting the foregoing, it is your responsibility to:

inform other users of your Connected Device that their access to and use of the Services is subject to this Agreement;

inform other users of the privacy statements that apply to the use of Services; and

ensure that other users of your Connected Device comply with the applicable terms of this Agreement.

**17. Software Updates; Suspension or Removal of the Services.** You consent to GM and your Vehicle manufacturer accessing the systems associated with your Connected Device and your Vehicle (the “Systems”) for the following purposes:

Software Updates. Your Systems involve software, data, Apps and related settings that GM or your Vehicle manufacturer makes available to You (such items collectively referred to as “**Software**”). The Software is licensed, not sold to You, and may need to be updated or changed from time to time. You agree that GM may remotely access, deliver, install, update or change Software (such actions collectively referred to as “**Updates**”) without any further notice or consent. For example, these Updates may enhance safety or security, or may maintain the proper operation of your Vehicle. These Updates may affect or erase data that You have stored in your Vehicle (such as OnStar hands free calling name tags, saved navigation destinations, or pre-set radio stations). We are not responsible for any affected or erased data due to an Update. Our Wireless Service Providers, such as AT&T, will not deliver software updates to your Vehicle. In the event of a conflict between the AT&T Terms relating to software updates and the terms of this paragraph, the terms of this paragraph will govern;

- Suspension. We may be required from time to time to suspend or limit your access to or use of the Services without further notice to You and without liability to You, to address system issues, issues with your account, or other issues that may impact the performance, enjoyment, or security of the Services;
- Removal. Unless otherwise provided in this Agreement we may remove or discontinue the Services or your account without further notice to You, and without liability to You. This may occur as a result of our efforts to refine the Services to address performance degradation, or to address changes in technology, customer interests, regulatory requirements, or business needs;
- Cybersecurity. As part of the Services, for the purpose of protecting your security, your rights, and the security of your Vehicle and the Systems, You agree that we may (i) monitor the Systems in your Vehicle and information within those Systems in accordance with the Privacy Statement, and (ii) implement protective measures within the Systems to defend against security threats;
- Notice and Consent. If we provide further notice or request further consent to an Update (as defined above), the notice or consent may be received or provided by any permitted user of the Vehicle or the Services or Systems (a “Permitted User”) on behalf of You, the Vehicle owner(s), and all Permitted Users. You and the Permitted User receiving or providing that notice or consent are responsible for notifying all other Permitted Users of the provided notice

and consent. However, You agree that in any case, we may Update the Software without additional notice or consent; and

- This Agreement will govern any Updates or other changes we make to the Services, Systems, or Software for all Permitted Users.

**18. Your Additional Representations and Obligations.** You agree that:

- You have the right and authority to enter into this Agreement;
- You will monitor access and use of the Service in connection with your Vehicle or your Connected Device to ensure that, at all times, such access and use is lawful and complies with the Agreement;
- You will provide us with true and accurate information and will keep that information up to date;
- You will be responsible for all costs and expenses, including taxes, losses, and liabilities, incurred in connection with your use of the Services and any activities that You undertake in connection with the Services or with this Agreement in any way;
- Your agreement to and compliance with this Agreement does not violate any of your existing obligations;
- You will access the Services only through your established account;
- You will not attempt to breach any security measures of the Services;
- You will not copy, reproduce, distribute, decompile, reverse engineer, disassemble, remove, alter, circumvent, or otherwise tamper with any security technology, convert to any use not authorized by us or claim ownership in the Services or our or any other party's information or materials associated with the Services;
- You will not use the Services for any unlawful purpose, to harass any person, or for any purpose not allowed by us;
- You will not remove, modify, or obscure any copyright notices, trademarks, or other proprietary rights notices on or contained in or on any portion of the Services or any information or materials on or obtained from the Services;
- You authorize us and those acting on our behalf to use automatic telephone dialing systems to call, text, and deliver prerecorded or artificial voice messages to any telephone number You provide, such as the telephone number associated with your Vehicle or your Connected Device;
- You will comply worldwide with all local, state, provincial, federal, and national laws, statutes, ordinances, by-laws, and regulations that apply to your use of the Services; and



- You have no property right in any telephone number assigned to your Connected Device and You understand that any such number can be changed from time to time.

**19. Indemnity.** In consideration of GM's provision of the Services to You and the rights granted to You, to the maximum extent allowable by law and unless prohibited by law, You agree to indemnify GM, its parent, subsidiaries, affiliates, licensors, Wireless Service Providers, and contractors as well as their respective employees, officers, directors, and agents (collectively "**GM Persons**") and hold GM Persons harmless from and against any and all losses, damages, injuries (including death), causes of action, claims, penalties, interest, additional taxes, demands, and expenses, including reasonable legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from, any third party claim or demand made to or against any GM Person(s): (i) arising out of your access to or use of the Services; (ii) arising out of your failure to comply with this Agreement; (iii) relating to the inaccuracy or untruthfulness of any representation or warranty that You made under this Agreement; (iv) arising out of any activities of anyone other than You in connection with the Services conducted through your account; (v) arising out of access to or use of, or inability to access or use, any of the Services through your Connected Device; or (vi) arising out of any of your other activities under or in connection with this Agreement or the Services.

**20. Unauthorized Use or Modification of the Services.** You are not granted the right to and You shall not engage in any of the following activities:

- transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs, spiders, web-bots, screen-scrapers, or web crawlers or other items of a destructive or disruptive nature;
- exploit the Services or Software in any unauthorized way, including by trespass or burdening server or network capacity or infrastructure;
- modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of the Services or Software or remove, alter, circumvent, or otherwise tamper with any security technology;
- "frame," "mirror," or resell any part of the Services or Software without our prior written authorization; or
- harvest or collect information about users.



ANY ATTEMPT BY ANY USER OR ANY OTHER INDIVIDUAL OR ENTITY TO DELIBERATELY DAMAGE THE SERVICES OR SOFTWARE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SERVICES OR SOFTWARE IS A VIOLATION OF THIS AGREEMENT. GM RESERVES THE RIGHT TO INVESTIGATE ANY SUSPICIOUS ACTIVITY AND TO TAKE ALL SUCH ACTIONS AGAINST AND OBTAIN SUCH REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. GM RESERVES THE RIGHT TO DISCLOSE ANY INFORMATION ABOUT YOU, INCLUDING YOUR ACCOUNT AND ACCESS TO AND USE OF YOUR ACCOUNT, TO LAW ENFORCEMENT AS NECESSARY TO ENFORCE THIS AGREEMENT, TO COMPLY WITH ANY COURT ORDER, OR AS PERMITTED IN THE PRIVACY STATEMENT.

**21. Intellectual Property.** The Services and Software are protected by United States and international copyright laws and may be subject to other intellectual property protections, including patent and trademark rights. You may not copy, distribute, modify, perform, broadcast, display, transmit, reuse, re-post, use (except as expressly set out herein) or claim any right in any aspect of the Services or Software, including the content, text, images, audio, and video without GM's express, prior written permission.

**22. Copyright Infringement Notification.** If You or another party (in each case, the "**Complaining Party**") believe any content or any other aspect of the Services or Software infringe the Complaining Party's copyright, the Complaining Party should send written notice of copyright infringement to our designated copyright agent at the address given below. This notice must meet the requirements of the Digital Millennium Copyright Act (as required under 17 U.S.C. §512) by providing the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed.
- Identification of the material on the Services or Software that is claimed to be infringing, with information reasonably sufficient to allow us to locate the material.
- Information reasonably sufficient to permit us to contact the Complaining Party, such as an address, telephone number and, if available, an electronic mail address at which the Complaining Party may be contacted.

- A statement that the Complaining Party has a good faith belief that use of the material in the matter complained of is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notification should be sent to:

Copyright Agent,  
General Motors Holdings LLC  
400 Renaissance Center  
Detroit, MI 48265  
MC : 482-D24-B48  
Phone: 313-667-3544  
E-mail: Copyright@gm.com

The Digital Millennium Copyright Act notice may not be valid if the notice fails to comply with all of the requirements of this Section. For clarity, only Digital Millennium Copyright Act notices should go to the above Copyright Agent. Any other feedback, comments, requests for technical support, and other communications should be directed to GM via the contact information provided in the “Questions” section at the end of this Agreement.

**23. Trademarks.** Any trademarks, logos, and service marks (collectively “**Marks**”) displayed in connection with the Services are the registered and/or unregistered trademarks of GM or other third parties. Nothing contained in this Agreement or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use or display any Mark or any variation thereof without the written permission of GM or the other owner thereof. Your use of GM’s Marks is strictly prohibited.

**24. Export Compliance.** You will comply with all laws and regulations applicable to the Services. You may not use, export, re-export, import, sell or transfer any aspect of the Services except as authorized by United States law and any other applicable laws and regulations. In particular, but without limitation, no aspect of the Services may be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department’s list of Specially

Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Services, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Services for any purposes prohibited by United States law, including the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

**25. Information and Feedback.** Consistent with these User Terms, You may need to provide us information to deliver the Services. We also want your feedback regarding the Services. Any information and materials that You submit in connection with this Agreement (“**Feedback**”) is, unless otherwise provided in the Privacy Statement, not considered confidential by GM and GM has no obligation to keep the information or materials confidential or to return or destroy any Feedback. Your Feedback is submitted voluntarily and without restriction, and GM is free to use, reproduce, modify, distribute, display, perform, broadcast, sublicense and disclose any Feedback in any manner, in any form or medium, whether now known or hereafter developed, without any obligation, express or implied, to You, without any notification, payment or attribution to You. GM has the right but not the obligation to monitor any Feedback that You submit.

**26. Data Collection / Privacy.** GM collects, uses, and shares information from and about You and your Vehicle. The GM Privacy Statement describes what GM does with that information. You consent to the collection, use, and sharing of information described in the Privacy Statement and in any revisions to the Privacy Statement, which may be modified as described in that document. If You sell, transfer, lease or dispose of your Vehicle or your Connected Device You are solely responsible for deleting information about You contained in the Vehicle or Connected Device, or in your related account.

**27. NO WARRANTY BY GM OR WIRELESS SERVICE PROVIDERS.**

**27.1** GM AND THE WIRELESS SERVICE PROVIDERS MAKE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES IN RESPECT OF THE SERVICES. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” INCLUDING WITH ALL FAULTS AND ERRORS AS MAY OCCUR THEREIN. TO THE EXTENT PERMITTED BY LAW AND UNLESS PROHIBITED BY LAW, GM, ON BEHALF OF ITSELF AND ALL PERSONS AND PARTIES ACTING BY, THROUGH OR FOR GM AND THE WIRELESS SERVICE PROVIDERS,

EXPLICITLY DISCLAIM ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR COLLATERAL, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE SERVICES.

**27.2** TO THE EXTENT PERMITTED BY APPLICABLE LAW, GM DOES NOT WARRANT THE OPERATION, PERFORMANCE, OR AVAILABILITY OF THE SERVICES, OR ANY OF GM'S PERFORMANCE OR PROCEDURES IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GM DOES NOT WARRANT THAT THE SERVICES WILL CONTINUE IN EXISTENCE FOR ANY PERIOD OF TIME AND DOES NOT WARRANT THAT FUTURE OPERATION OF THE SERVICES WILL BE COMPATIBLE WITH CURRENT OPERATION OR APPLICATIONS.

**27.3** TO THE EXTENT PERMITTED BY APPLICABLE LAW, GM DOES NOT WARRANT OR MAKE ANY CONDITIONS OR REPRESENTATIONS REGARDING THE SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY DATA OR MATERIAL OF ANY KIND CONTAINED WITHIN THE SERVICES FOR ANY PURPOSE. GM AND THE WIRELESS SERVICE PROVIDERS MAKE NO REPRESENTATIONS THAT THE SERVICES WILL BE FREE FROM LOSS, INTERRUPTION, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND GM AND THE WIRELESS SERVICE PROVIDERS DISCLAIM ANY LIABILITY RELATING THERETO. GM AND THE WIRELESS SERVICE PROVIDERS DO NOT PROVIDE ANY WARRANTY AS TO THE AVAILABILITY OF THE SERVICES OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

**27.4** TO THE EXTENT PERMITTED BY APPLICABLE LAW, GM AND THE WIRELESS SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS OR FAILURES IN THE TRANSMISSION OF DATA, ANY COMPUTER VIRUS, ACTS OR OMISSIONS OF THIRD PARTIES THAT DAMAGE THE NETWORK OR IMPAIR WIRELESS SERVICE, DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN CONNECTING A CALL TO ANY ENTITY, INCLUDING 911, OR ANY

OTHER EMERGENCY SERVICE, OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

**27.5** GM DOES NOT WARRANT THAT THE SERVICES WILL OPERATE PROPERLY ON YOUR EQUIPMENT AND YOU AND ONLY YOU WILL BE RESPONSIBLE FOR ALL REPAIRS TO YOUR EQUIPMENT AND ANY OTHER LOSSES ACTUALLY OR ALLEGEDLY CAUSED BY THE SERVICES.

**27.6** SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO THE EXTENT SUCH JURISDICTIONS' LAW IS APPLICABLE TO THIS AGREEMENT, IN WHICH CASE GM'S WARRANTIES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

**27.7 LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW AND UNLESS PROHIBITED BY LAW, (A) YOU, GM AND THE WIRELESS SERVICE PROVIDERS WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR AMOUNTS FOR LOSS OF INCOME, PROFITS OR SAVINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, (B) GM AND THE WIRELESS SERVICE PROVIDERS WILL NOT BE LIABLE IN ANY WAY ANY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES FOR (i) ANY ACTION OR INACTION OF THIRD PARTIES, (ii) ANY EVENTS BEYOND THE REASONABLE CONTROL OF GM OR THE WIRELESS SERVICE PROVIDERS, (iii) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES, (iv) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, UPDATES OR CHANGES TO SYSTEMS, SOFTWARE, OR OTHER EQUIPMENT PROVIDED BY GM OR THE WIRELESS SERVICE PROVIDERS, (v) ANY CHANGE OR REDUCTION IN, OR ANY LOSS OF SERVICES CAUSED BY CHANGES IN SYSTEMS, SERVICES, OR INFRASTRUCTURE (SUCH AS THE WIRELESS SERVICE OR TECHNOLOGY INFRASTRUCTURE) THAT ARE MADE AVAILABLE BY THIRD PARTIES, AND (C) GM WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH ANY THIRD PARTY SERVICES. TO THE EXTENT THAT GM OR ANY WIRELESS SERVICE PROVIDER ARE FOUND LIABLE FOR ANY DAMAGES, LOSSES, LIABILITIES OR EXPENSES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, AND TO THE EXTENT ALLOWED BY

LAW AND UNLESS PROHIBITED BY LAW, YOU AGREE THAT GM'S AND THE WIRELESS SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY SHALL BE NO GREATER THAN \$100.00. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF GM AND THE WIRELESS SERVICE PROVIDERS KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES AND WHETHER ARISING BASED ON NEGLIGENCE, TORT, OR BREACH OF CONTRACT. THESE LIMITATIONS SURVIVE ANY TERMINATION OR EXPIRATION OF THE AGREEMENT, AND APPLY TO ANYONE USING THE SERVICES OR MAKING A CLAIM ON YOUR BEHALF.

## **28. General.**

**28.1 Assignment.** You cannot assign this Agreement (or any portion thereof) without GM's written consent and any attempted assignment without GM's written consent is null and void. GM may assign this Agreement with or without notice to You.

**28.2 Relationship.** Nothing contained in this Agreement will be construed to make either You or GM partners, joint venturers, principals, agents, or employees of the other. Neither party has any right, power or authority, express or implied, to bind the other.

**28.3 Not Insurance.** We are not an insurance company and do not recommend or endorse any insurance company. You are responsible for your Vehicle insurance. The Services do not provide your Vehicle insurance and are not an insurance product. The Services are provided as a convenience. The payments You make for any of the Services are not related to the value of your Vehicle or any property in it, or the cost of any injury to or damages incurred by You. You should obtain and maintain appropriate insurance for your Vehicle and for any related risks.

**28.4 Notices.** Unless otherwise stated in this Agreement, all notices, requests, consents, approvals, and other communications required or permitted by You under this Agreement must be in writing and shall be deemed given when delivered in hand or five business days after being mailed using a reliable national mail service, registered or certified mail, postage prepaid, and addressed to the customer service Vehicle brand contact information in the

“Questions” section at the end of these User Terms. GM may change its address for notification purposes on giving notice to You. We may issue notices via various channels, including by posting messages on the Website, sending You e-mail, contacting You via our advisors, or using suitable systems available in your Vehicle or your Connected Device. You consent to receive such notices and agree that any such notices that GM sends to You shall be legally effective when sent. You agree that any notices sent by us by e-mail or physical mail satisfy any requirement that the notices be provided in writing. If You do not agree, do not accept this Agreement. You may have the right to withdraw your consent to receiving certain electronic communications, and, when required by law, we will provide You with paper copies of all documents and records upon request. You may do so by contacting us at the phone number or email address provided under the “Questions” section at the end of these User Terms. If You withdraw your consent, we reserve the right to terminate this Agreement. To receive or access the notices we send via e-mail, You must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in Portable Document format (“PDF”). To retain the notices we send You, your device or computer must have the ability to download and store electronic communications, including PDF files. By accepting these terms, You verify that You are able to receive, access, and retain the notices we may send. You may change your e-mail address for notification purposes at any time by contacting us at the phone number or email address provided under the “Questions” section at the end of these User Terms.

**28.5 Severability.** If any term or provision of this Agreement, or of any document incorporated herein by reference, is held by a court of competent jurisdiction to be contrary to law, then that term shall be severed from this Agreement, and the remaining provisions of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the extent permitted by law and unless prohibited by law. If Section 24.9 is held to be invalid or unenforceable, then for any Claims the parties consent to personal jurisdiction and exclusive venue in the state and federal courts of the Eastern District of Michigan.

**28.6 Waiver.** No term or condition of this Agreement is waived and no breach is excused unless that waiver or consent is in writing and signed by the party



claimed to have waived or consented. No consent by any party to, or waiver of a breach by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach.

**28.7 References; Headings; Examples.** In this Agreement, the article and section headings are for convenience of reference only and will not be considered in the interpretation of this Agreement. Examples given in this Agreement, which may be preceded by “including,” “for example,” “such as,” or similar language, are solely intended to be illustrative and are not limitative.

**28.8 Governing Law.** This Agreement shall be interpreted in accordance with and governed by the laws of the State of Michigan, except in relation to any conflict of law provisions which would require application of another choice of law.

**28.9 DISPUTES; BINDING INDIVIDUAL ARBITRATION; CLASS ACTION AND JURY TRIAL WAIVER.**

(A) our customer service department is available to address any concerns You may have regarding the Services. You may call us at: 1-888-4-GM, email us at tty@GM.com, or send us regular mail at the address listed at the end of this Agreement. Most matters are quickly resolved in this manner to our customer’s satisfaction.

(B) ANY MATTER WE ARE UNABLE TO RESOLVE AND ALL DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ITS FORMATION, ENFORCEABILITY, PERFORMANCE, OR BREACH (EACH, A “**CLAIM**”), WITH THE EXCEPTION OF THE MATTERS DESCRIBED IN SECTION 28.9(E) BELOW, SHALL BE FINALLY SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE “**AAA**”) IN ACCORDANCE WITH THE PROVISIONS OF ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CUSTOMER-RELATED DISPUTES, EXCLUDING ANY RULES OR PROCEDURES GOVERNING OR PERMITTING CLASS ACTIONS. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ALL CLAIMS. THE ARBITRATOR SHALL BE EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN A



COURT UNDER LAW OR IN EQUITY. THE ARBITRATOR'S AWARD SHALL BE BINDING ON THE PARTIES AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

(C) ANY ARBITRATION WILL BE CONDUCTED BY THE PARTIES IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER SET FORTH IN THE PRECEDING SENTENCE IS VOID OR UNENFORCEABLE FOR ANY REASON OR THAT AN ARBITRATION CAN PROCEED ON A CLASS BASIS, THEN THE ARBITRATION PROVISION SET FORTH IN THIS SECTION 28.9 SHALL BE NULL AND VOID IN ITS ENTIRETY AND THE PARTIES SHALL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE CLAIMS.

(D) THE RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT WWW.ADR.ORG OR BY CALLING THE AAA AT +1-800-778-7879. TO THE EXTENT THE INITIAL FILING FEE FOR THE ARBITRATION EXCEEDS THE INITIAL FILING FEE FOR A LAWSUIT, WE WILL PAY THE DIFFERENCE IN FEES.

(E) SECTIONS 28.9(B) THROUGH 28.9(D) DO NOT APPLY TO ANY CLAIM (I) IN WHICH A PARTY IS ATTEMPTING TO PROTECT ITS INTELLECTUAL PROPERTY RIGHTS (SUCH AS ITS PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR MORAL RIGHTS, BUT NOT INCLUDING ITS PRIVACY OR PUBLICITY RIGHTS), OR (II) THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT.

**28.10 Limitations on Claims.** To the extent permitted by law and unless prohibited by law, You agree that You must file any arbitration request, claim, or cause of action arising out of or related to access to and/or use of the Services or otherwise relating to this Agreement within one (1) year after the events giving rise to such request, claim, or cause of action, or You shall be forever barred from filing such request, claim or cause of action. This Agreement shall not be subject

to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**28.11 Language.** The parties hereto confirm that it is their wish that this Agreement, and all documents relating hereto, including all notices, have been and shall be drawn up in the English language only.

**28.12 Entire Agreement.** This Agreement, including the additional terms and policies that are referenced in this Agreement, are the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings or agreements between the parties relative to such subject matter. You cannot change this Agreement unless GM agrees in writing to the change. Unless otherwise provided in this Agreement, for any conflict between these User Terms and other terms, policies or other materials that are referenced herein, these User Terms will govern.

**28.13 Questions.** The Services are provided by GM. If You have any questions, comments or complaints regarding this Agreement or the Services, feel free to contact us at any time by pressing the blue OnStar button in your OnStar equipped Vehicle, emailing us at TTY@OnStar.com, or as provided below:

Phone: 1.888.4.OnStar (1.888.466.7827)

TTY users only: 1.877.248.2080

(Hearing/Speech Impaired)

Mail: OnStar Subscriber Services

PO Box 1027

Warren, MI 48090-1027

**Appendix to User Terms**  
**Standard End User License**  
Last Updated: May 1, 2018

This Standard End User License (“**License**”) applies to each App that You access or use in your Vehicle or Connected Device. Capitalized terms, if not defined in

this License, are defined in the User Terms. If an App is provided by GM, then references to “Provider” in this license means GM. If the App is provided by a third party as identified to You when You access the App, then references to “Provider” in this License means the third party identified to You at the time of download. The Provider may present additional terms to You when You access or use an App. In that case, those additional terms apply in addition to the terms of this License, and this License will govern to the extent there are any conflicts. If You do not agree to this License, You must uninstall and not use the Apps.

THIS LICENSE INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THIS LICENSE TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT.

THE DISPUTE RESOLUTION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION.

THIS LICENSE ALSO INCLUDES A JURY WAIVER.

MORE INFORMATION ABOUT THE ARBITRATION AND CLASS ACTION WAIVER CAN BE FOUND IN SECTION 19 (DISPUTES; BINDING INDIVIDUAL ARBITRATION; CLASS ACTION AND JURY TRIAL WAIVER) BELOW.

**1. License.** Provider is the owner or licensor of all right, title and interest in and to the App including, without limitation, any content, graphics, audiovisual files, processes, and code, along with all intellectual property rights in the App. Subject to your compliance with this License, Provider grants You a limited, personal, noncommercial (unless a permitted use in connection with Fleet Vehicles), non-transferable, non-sublicensable, revocable, non-exclusive license to install and use the App solely in object code form for its intended purpose as describe in this License and within the App on your Connected Device during the Term (as defined in Section 6 below) of the License. You agree to abide by this License in your installation and use of the App. The App is licensed to You but not sold to You.

**2. Provider Updates, Modifications and Deletions.** From time to time, Provider or GM may remotely update, upgrade, modify, or delete the App for certain reasons, including, without limitation, to enhance App or system functionality or stability or to address potential safety or security concerns. You agree that Provider or GM may at any time automatically update, upgrade, modify, delete, or stop supporting the App, or cause the App to be removed automatically from your Connected Device during synchronization with your account. If the App is updated, upgraded or modified, whether to enhance or correct features or functionality, then this License shall apply to the updates, upgrades and modifications in addition to any other terms that are presented to You in connection with the update, upgrade or modification. Neither the Provider nor GM has any obligation to provide any customer support for the App or for the use of the application services.

**3. Effect of Apps on Connected Devices.** You understand that the download, operation and/or use of App(s) may: (i) have an unintended or adverse effect on the Connected Device, any system or software operating in or with the Connected Device, and/or one or more other Apps, (ii) result in a modification or change to the Connected Device, any system or software operating in or with the Connected Device, one or more other Apps, and/or the functionality of any one or more of the foregoing; and/or (iii) render all or a portion of the Connected Device, any system or software operating in or with the Connected Device, and/or one or more other Apps inaccessible or unusable. You understand and agree that the download, operation and use of Apps is at your own risk and is your own responsibility, and that Provider has no obligation to provide customer support for the App or with regard to any effect it may have on the Connected Device, any system or software operating in or with the Connected Device, and/or one or more other Apps.

**4. No reverse engineering; re-distribution or security circumvention.** You agree not to reverse engineer, disassemble, use in a compilation, decompile, repurpose, distribute, resell or modify the App. You may only copy the App for purposes of transferring the App to your Connected Device and operating the App on your Connected Device. You may not re-distribute the App to other people that do not use your Connected Device or Vehicle. You agree to abide by and will not circumvent any security means or access control technology included in or with the App.

**5. Open Source.** If the App includes any Open Source Software, then your rights and responsibilities with respect to the Open Source Software shall be governed according to the terms of the applicable Open Source License. “Open Source Software” means software made available to others under the terms of an Open Source License; “Open Source License” means a software license that includes, but is not limited to, terms that: (a) permit distribution or redistribution of the software, including free of charge and for sale, by others without royalty or fee and allows for such distribution/redistribution to include source code and compiled code; (b) permits modifications, compilations, and derived works be created from the software and be distributed under the same terms as the original software; or (c) attach to the software and applies to all persons, entities, groups, organizations and institutions (the “Recipients”) to whom the software is distributed and/or who redistribute the software without the need for the Recipients to execute or otherwise acquire an additional license.

**6. Term.** This License shall continue until terminated by You or Provider or You cease use of the App (the “Term”). You may terminate this License at any time by uninstalling the App. This License shall terminate automatically at any time upon breach by You of any of the terms of this License and in such event You will cease all use of the App.

**7. Service terms and Web Site Terms apply.** If You use the App to access or use any service, then You agree to abide by the applicable terms of the service and warrant that You will do so. If You use the App to access or use any web site, then You agree to abide by the applicable terms of the web site and warrant that You shall do so.

**8. Data Collection; Use and Back-up.** To the extent GM is the Provider, GM may collect and store information about You and your Vehicle through your use of the Connected Device and the App. Any information collected by GM is subject to and governed by the Privacy Statement included and posted with the App.

When You use an App provided by a Provider other than GM, the Provider may also collect, use, and share information (including sharing with us) about You as

described in that Provider's privacy policy. We recommend that You carefully review that Provider's privacy policy before accessing or using that App.

You have sole responsibility for backing up or archiving any data You use with the App to the extent You have the right to do so. Provider does not have any responsibility for maintaining, archiving, or providing any data You use with the App and shall have no liability for any loss of access to or use of such data.

**9. Content provided by Provider.** The App may make available to You content that is the property of Provider or of others that give Provider permission to provide it to You. This content is provided only for use through the App on the Connected Device and no right is provided to You to, and You agree not to, copy, distribute, modify, perform, broadcast, display, transmit, reuse, re-post, use or claim any right in the content provided by Provider. You also agree that You will not use content provided by the Provider or through the App to violate any law or harass any person, group or business. If the App links You to any third party website or service, no right is provided to You to, and You agree not to, copy, distribute, modify, perform, broadcast, display, transmit, reuse, repost, use or claim any right in the content provided by the third party website or service unless You have legal permission from the third party. You also agree that You will not use content from the third party website or service to violate any law or harass any person, group, or business.

**10. Your Transmissions and Use.** You agree not to use the App to transmit or send any information or data that You do not have the right to transmit or send. You also agree that You will not use the App to transmit or send any information or data for any unlawful purpose or to harass any person, group, or business.

**11. DATA DISCLAIMER.** The App may use various types of data to perform functions for You. YOU ACKNOWLEDGE THAT THE DATA PROVIDED MAY NOT BE ACCURATE AND YOU USE THE DATA AT YOUR OWN SOLE RISK. DATA THAT MAY NOT BE RELIED ON INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING: POSITION (I.E., LOCATION) DATA OBTAINED FROM THE VEHICLE OR OTHERWISE; DATA OBTAINED FROM A WEBSITE OR THIRD PARTY SERVICE PROVIDER; AND DATA OBTAINED FROM IN-VEHICLE SYSTEMS.

**12. Content provided by third party sites.** You understand that in using the App, You may encounter material that You may find offensive, vulgar, or obscene. You also understand that if You use the App to access services or websites, You may not be able to control search results that may return links or “hits” that You may find offensive, vulgar, or obscene. You use the App at your own risk and neither Provider nor GM shall have any liability for content that You or others may find offensive or otherwise objectionable. GM is not responsible for examining or evaluating the content or accuracy, does not warrant or endorse and will have no liability for any third party materials, services, or websites.

**13. Obey all laws related to operation of motor Vehicle.** You acknowledge that the App (unless installed by the Vehicle manufacturer) is not part of your Vehicle delivered to You when You purchase or lease your Vehicle. If You believe that your App is not operating properly, You should, if applicable, use the features of your account to remove the App from your Connected Device. You agree and warrant that You will obey all laws, traffic rules and regulations governing the operation of your Vehicle and You will not use the App in any manner that violates such laws or regulations.

**14. No guarantee of operation of features / networks.** For services provided through networks, You are responsible for obtaining a contract with a service provider for network connectivity at your own sole cost. For services provided through networks, Provider cannot promise that your communications will not be intercepted by others and cannot promise that connections to websites and services through networks will be available to You, uninterrupted, or error free. You agree that both Provider and GM will not be liable for any damages for any loss of privacy occurring in communication over such networks or for any loss of connectivity or loss, error, or failure of other functionality provided through networks.

**15. Not operational during all Vehicle modes.** The App may provide features and functionality that are not available during operation of your Vehicle.

**16. NO WARRANTY.** PROVIDER MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS IN RESPECT OF THE PRODUCT OR ANY SERVICE OR INFORMATION THAT PROVIDER OR THE PRODUCT MAKES AVAILABLE TO YOU. THE PRODUCT, ANY SERVICE AND ANY INFORMATION

THAT PROVIDER OR THE PRODUCT MAKES AVAILABLE TO YOU ARE PROVIDED “AS IS” AND “AS AVAILABLE” INCLUDING WITH ALL FAULTS AND ERRORS AS MAY OCCUR THEREIN. PROVIDER, ON BEHALF OF ITSELF AND ALL PERSONS AND PARTIES ACTING BY, THROUGH OR FOR PROVIDER, AND FOR THE BENEFIT OF GM, EXPLICITLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR COLLATERAL, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PRODUCT OR ANY SERVICES PROVIDED THROUGH THE PRODUCT, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROVIDER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

PROVIDER DOES NOT WARRANT THAT THE PRODUCT WILL CONTINUE TO OPERATE OR REMAIN AVAILABLE FOR ANY PERIOD OF TIME AND DOES NOT WARRANT THAT FUTURE OPERATION WILL BE COMPATIBLE WITH CURRENT OPERATION OR APPLICATIONS. PROVIDER DOES NOT WARRANT THAT USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED.

PROVIDER DOES NOT PROVIDE ANY GUARANTEE, CONDITION, OR WARRANTY THAT THE PRODUCT WILL OPERATE PROPERLY ON YOUR CONNECTED DEVICE, AND YOU AND ONLY YOU WILL BE RESPONSIBLE FOR ALL REPAIRS TO YOUR EQUIPMENT AND ANY OTHER LOSSES ACTUALLY OR ALLEGEDLY CAUSED BY THE PRODUCT.

PROVIDER DOES NOT PROVIDE ANY GUARANTEE, CONDITION, OR WARRANTY OF THE ACCURACY OF ANY DATA MADE AVAILABLE TO THE PRODUCT OR YOU THROUGH THE PRODUCT, WHETHER THE DATA IS LOCATION DATA OR ANY OTHER DATA AVAILABLE TO OR THROUGH THE PRODUCT.

IF THE PROVIDER IS A THIRD PARTY, THEN YOU UNDERSTAND THAT THE PRODUCT IS PROVIDED BY THE THIRD PARTY PROVIDER AND THAT GM DOES NOT PROVIDE ANY WARRANTY WHATSOEVER (WHETHER MENTIONED IN THIS SECTION OR OTHERWISE) RELATED TO THE PRODUCT



OR ANY SERVICE OR INFORMATION PROVIDED BY OR THROUGH SUCH THIRD PARTY PROVIDER PRODUCT.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE, IN WHICH CASE GM'S WARRANTIES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

**17. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW AND UNLESS PROHIBITED BY LAW, PROVIDER AND GM AND THEIR RESPECTIVE AFFILIATES AND THE EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS THEREOF ("PROVIDER PARTIES") SHALL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH THIS LICENSE, THE PRODUCT, OR ANY SERVICES OR INFORMATION THE PRODUCT ACCESSES OR PROVIDES FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR AMOUNTS FOR LOSS OF INCOME, PROFITS, OR SAVINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCT. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF PROVIDER, GM OR ANY PROVIDER PARTY KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES AND WHETHER ARISING BASED ON NEGLIGENCE, TORT, OR BREACH OF CONTRACT. TO THE EXTENT THAT ANY COURT FINDS PROVIDER, GM, OR ANY PROVIDER PARTY LIABLE FOR ANY CLAIM IN CONNECTION WITH THIS LICENSE, THE PRODUCT OR ANY SERVICES OR INFORMATION THE PRODUCT ACCESSES OR PROVIDES, AND TO THE EXTENT ALLOWED BY LAW, YOU AGREE THAT PROVIDER, GM, AND THE PROVIDER PARTIES SHALL COLLECTIVELY ONLY BE LIABLE FOR DIRECT DAMAGES AND THE MAXIMUM DAMAGES FOR ALL SUCH CLAIMS IN THE AGGREGATE SHALL BE NO GREATER THAN \$100.00.

FURTHER, THIRD PARTY PROVIDERS ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF GM. TO THE EXTENT PERMITTED BY LAW, GM DOES NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT, OR DELAY DUE TO AN ACT OR OMISSION OF A THIRD PARTY PROVIDER.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, GM SHALL NOT BE RESPONSIBLE FOR ANY THIRD PARTY PROVIDER'S BREACH OF ANY WARRANTY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR ACCURACY, NOR SHALL GM BE RESPONSIBLE FOR ANY OTHER BREACH OR WRONGDOING OF A THIRD PARTY PROVIDER (INCLUDING ANY LIABILITY IN TORT), AS TO ANY PRODUCTS AND/OR SERVICES OR INFORMATION AVAILABLE THROUGH THE APPLICATION SERVICES. GM SHALL NOT BE RESPONSIBLE FOR ANY THIRD PARTY PROVIDER'S FAILURE TO COMPLY WITH THIS AGREEMENT NOR FOR ANY THIRD PARTY PROVIDER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, PROVINCIAL, AND LOCAL LAW.

**18. Indemnification.** You will indemnify and hold Provider harmless from any and all liabilities, damages, costs, and expense (including legal fees) that it incurs as a result of any third party claim to the extent arising from your breach of this License or any other negligent or intentional misconduct.

**19. Disputes; Binding Individual Arbitration; Class Action and Jury Trial Waiver.**

(a) Our customer service department is available to address any concerns You may have regarding the Apps or the application services. You may call us at: 1-855-440-0400, email us at infotainment@gmexpert.com or contact us by regular mail at the addresses listed at the end of this Agreement. Most matters are quickly resolved in this manner to our customer's satisfaction.

(B) ANY MATTER WE ARE UNABLE TO RESOLVE AND ALL DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ITS FORMATION, ENFORCEABILITY, PERFORMANCE, OR BREACH (EACH, A "**LICENSE CLAIM**"), WITH THE EXCEPTION OF THE MATTERS DESCRIBED IN SECTION 19(E) BELOW, SHALL BE FINALLY SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "**AAA**") IN ACCORDANCE WITH THE PROVISIONS OF ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CUSTOMER-RELATED DISPUTES, EXCLUDING ANY RULES OR PROCEDURES GOVERNING OR PERMITTING CLASS ACTIONS. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ALL LICENSE

CLAIMS. THE ARBITRATOR SHALL BE EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN A COURT UNDER LAW OR IN EQUITY. THE ARBITRATOR'S AWARD SHALL BE BINDING ON THE PARTIES AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

(C) ANY ARBITRATION WILL BE CONDUCTED BY THE PARTIES IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER SET FORTH IN THE PRECEDING SENTENCE IS VOID OR UNENFORCEABLE FOR ANY REASON OR THAT AN ARBITRATION CAN PROCEED ON A CLASS BASIS, THEN THE ARBITRATION PROVISION SET FORTH IN THIS SECTION 19 SHALL BE NULL AND VOID IN ITS ENTIRETY AND THE PARTIES SHALL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE LICENSE CLAIMS.

(D) THE RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT WWW.ADR.ORG OR BY CALLING THE AAA AT +1-800-778-7879. TO THE EXTENT THE INITIAL FILING FEE FOR THE ARBITRATION EXCEEDS THE INITIAL FILING FEE FOR A LAWSUIT, WE WILL PAY THE DIFFERENCE IN FEES.

(E) SECTIONS 19(B) THROUGH 19(D) DO NOT APPLY TO ANY LICENSE CLAIM (I) IN WHICH A PARTY IS ATTEMPTING TO PROTECT ITS INTELLECTUAL PROPERTY RIGHTS (SUCH AS ITS PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR MORAL RIGHTS, BUT NOT INCLUDING ITS PRIVACY OR PUBLICITY RIGHTS), OR (II) THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT.

**20. Applicable law and time limit for filing.** To the extent permitted by law and unless prohibited by law, this Agreement shall be interpreted in accordance with and governed by the laws of the State of Michigan, except in relation to any conflict of law provisions thereof which would require application of another

choice of law. If You are a public educational institution in the United States within state that requires applicability of one or more laws of your state, then those laws of your state shall apply. To the extent permitted by law and unless prohibited by law, You agree that You must file any arbitration request, claim, or cause of action arising out of or related to the App or this License within one (1) year after the events giving rise to the arbitration request, claim, or cause of action, or You shall be forever barred from filing such request, claim, or cause of action. This Agreement shall not be subject to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**21. Export compliance.** You will comply worldwide with all laws and regulations applicable to the App. You may not use, export, re-export, import, sell, or transfer the App except as authorized by United States law and any other applicable laws and regulations. In particular, but without limitation, the App may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the App, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the App for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.

**22. Federal Acquisitions.** If You are acting on behalf of the U.S. federal government or under any activity directed or controlled by the federal government, then the App shall be considered commercial computer software under 48 C.F.R. Chapter 2.

**23. Notices.** Provider may provide You with notices regarding the App, including changes to this License, by email to your mail address associated with your GM account if available, by regular mail, or by postings presented through the Apps or application services in your Vehicle or your Connected Device.

**24. Miscellaneous.** You may not assign this License without permission of Provider. You, Provider and GM are independent contracting parties. If the App is provided to You by a third party Provider, You agree that GM and its

subsidaries are third party beneficiaries of the License and thus GM or its subsidiaries can enforce this License against You even if it is not the Provider of the App provided that if the doctrine of third-party beneficiaries is found to not apply for any reason, the parties acknowledge and agree that while GM is not a party to this License and has no obligations under this License, the Provider is a trustee of GM for the limited purpose of holding in trust for GM the covenants in favor of GM. Accordingly, the parties agree that GM may enforce such rights and agreements in its own right (without being required to add the Provider as a party to any proceedings for such enforcement). If any term of this Agreement is invalid or unenforceable, then it shall be severed from this Agreement and the remainder of the agreement shall remain in full force and effect. If Section 19 is held to be invalid or unenforceable, then for any License Claims the parties consent to personal jurisdiction and exclusive venue in the state and federal courts of the Eastern District of Michigan. No condition of this License shall be deemed waived unless waived in writing by the party claimed to have waived. This License is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings or agreements between the parties relative to such subject matter. You cannot change this License unless Provider agrees in writing to the change. Provider may modify this License by providing notice to You, and if You do not agree with any modification, then You must stop using the App. Your continued use of the App will be deemed acceptance of such modifications.